

ECS Website Terms of Use

(Last updated: July 13, 2020)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ECS'S WEBSITE, AS THEY CREATE LEGAL OBLIGATIONS. BY ACCESSING, BROWSING OR USING ECS'S WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS, BROWSE OR USE THIS WEBSITE.

1. **Binding Terms.** Access to and use of this website (“**Website**”) is subject to and governed by these terms and conditions (“**Terms**”). These Terms apply to all visitors, customers and others who access, browse or otherwise use the Website (“**you**”). By accessing, browsing or otherwise using the Website, you agree to be bound by these Terms as a legal agreement between you and ECS Electrical Cable Supply Ltd. (“**ECS**”).
2. **Updates.** These Terms may be updated or changed at any time, and from time to time, by ECS in its sole discretion, by posting the updated Terms on the Website. Your continued use of the Website after such posting will be deemed to constitute acceptance by you of the changes.
3. **Privacy Policy.** In addition to these Terms, [ECS's Privacy Policy](#) (“**Privacy Policy**”) applies to all visitors, customers and others who access, browse or otherwise use the Website. By accessing, browsing or otherwise using the Website, you consent to the collection, use and disclosure of your personal information pursuant to the terms of the Privacy Policy.
4. **Terms and Conditions of Sale.** If you order any Products through ECS's website, whether on your own behalf or on behalf of a company or other entity, your order will be governed by [ECS Terms and Conditions of Sale](#), in addition to these Terms. Please review those terms and conditions carefully if you wish to order any Products.
5. **Limited License.** ECS grants you a non-exclusive, non-transferable, revocable license to access and use the Website, strictly in accordance with these Terms, for the purposes of obtaining information about ECS and its products and services, and ordering products from ECS.
6. **Accounts.** You may create an account on the Website, with a username and password, which you may use to place orders for products on the Website. You are solely responsible for safeguarding the confidentiality of your account password and for all activities or actions carried out under your account and account password. You must not disclose your account password to any third party, and you must notify ECS immediately upon becoming aware of any breach of security or unauthorized use of your account password or access to your account. In connection with setting up and maintaining your account, you may be requested to provide certain information including, without limitation, contact name, company or business name (if applicable), email address, telephone number, billing address and shipping address. You represent and warrant to ECS that all information supplied by you to ECS in connection with your account is true, correct and complete. ECS reserves the right to terminate, delete, deactivate or suspend your account or your access to your account or this Website at any time, without prior notice or liability, for any reason whatsoever including, without limitation, if you breach these Terms. You may cancel your account at any time by contacting ECS at ecs.support@ecswire.com.
7. **Consent to Electronic Communications.** By creating an account on the Website, you agree that ECS may communicate with you electronically regarding your account and your use of the Website, and that any notices or other communications ECS sends to you electronically will satisfy any legal communication requirements, including that communication be in writing. To withdraw your consent to receive electronic notices, please contact ECS at ecs.support@ecswire.com.
8. **Prohibited Use.** You must not use or knowingly permit the Website (including your account) to be used in a manner that: (a) is unlawful, fraudulent or deceptive; (b) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; (c) harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other person; (d) attempts to gain unauthorized access (whether using any technology or other means) to ECS's computer systems, servers or network, Website, or user accounts; (e) uses or launches any automated system to access ECS's computer systems,

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servers or network, Website, or user accounts (including, without limitation, using data mining, robots or other data gathering, harvesting or extraction tools); (f) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; (g) attempts to damage, disable, overburden, impair or interfere with ECS's computer systems, servers or network, Website, or user accounts; or (h) reproduces, duplicates, copies, or otherwise exploits the Website for any commercial purpose without the express written consent of ECS. You are responsible for your compliance with all applicable laws and regulations in connection with your use of the Website and its content.

9. **Website Content.** ECS reserves the right in its sole discretion to review, improve, change or discontinue the Website and any of its content at any time, and to correct any publishing errors on the Website from time to time, without prior notice. All content on the Website (including, without limitation, product images, descriptions, specifications, quantities, prices and other information) is for information and illustrative purposes only. While ECS makes commercially reasonable efforts to be as accurate as possible, ECS does not warrant that any content on the Website is accurate, error-free, complete or current, or that the Website will be available or accessible at all times. The inclusion of any product on the Website does not imply or warrant that such product will be available at the time you wish to order it or at any time in the future.
10. **Age.** You must be the age of majority to use the Website, create an account, or order products through the Website.
11. **Third Party Links.** The Website may contain links to third party websites or services that are not owned or controlled by ECS. Such links are provided for your reference and information only. ECS has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third party websites or services. Your use and reliance on any such content or services is solely at your own risk. ECS strongly encourages you to read the terms and conditions and privacy policies of any third party websites that you visit.
12. **Intellectual Property.** Unless otherwise noted, all materials contained on the Website (including, without limitation, logos, brand names images, designs, photographs, and written and visual materials) are the copyrights, trademarks, trade names, trade dress, service marks, logos, and/or other intellectual property (whether registered or unregistered) of ECS or its suppliers, and are subject to the exclusive ownership rights of ECS or its suppliers. You will have no right, title or interest in or to any of the copyrights, trademarks, trade names, trade dress, service marks, logos, product names, patents, domain names, or any other intellectual property rights of ECS or its suppliers. You will have no right to copy, use, modify, decompile, reverse engineer, publish, distribute, transmit, create derivative works, or in any way exploit any of ECS's or its suppliers' intellectual property without the express written permission of ECS or its suppliers. You will have no right to create any hyperlinks to the Website without ECS's prior written approval (with such conditions as ECS may in its sole discretion impose).
13. **Confidentiality.** You must not use, disclose or make available to any third party ECS's confidential, non-public or proprietary information without ECS's prior written consent.
14. **DISCLAIMER.** THE WEBSITE IS OPERATED BY ECS ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ECS DISCLAIMS, AND YOU HEREBY WAIVE, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND REGARDING THE WEBSITE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. WITHOUT LIMITING THE FOREGOING, ECS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT, OR THAT THE WEBSITE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE, OR BE AVAILABLE OR ACCESSIBLE AT ALL TIMES, OR THAT THE CONTENT OR PRODUCTS POSTED ON THE WEBSITE ARE APPLICABLE OR

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APPROPRIATE FOR USE IN ALL JURISDICTIONS. ECS WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH THE WEBSITE, OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE THESE EXCLUSIONS MAY NOT APPLY TO YOU.

15. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL ECS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND IN CONNECTION WITH YOUR USE OF THE WEBSITE, OR FOR LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, LOSS OF USE, LOSS OF TIME OR ANY OTHER PECUNIARY LOSSES OR DAMAGES, OR FOR ANY LOSSES OR CLAIMS RELATING TO ANY CLAIM BY ANY THIRD PARTY AGAINST YOU, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF ECS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF AND EVEN IF ECS COULD HAVE REASONABLY FORESEEN THEM. UNDER NO CIRCUMSTANCES WILL ECS'S AGGREGATE LIABILITY TO YOU FOR ANY DIRECT CLAIMS OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO ECS FOR THE TRANSACTION GIVING RISE TO SUCH CLAIM. NO ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY RELATED ORDER MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
16. **Indemnification.** You agree to defend, indemnify and hold ECS harmless from and against any and all claims, actions, losses, damages, liability, costs or expenses (including reasonable legal fees) incurred by ECS arising from or related to your use of the Website.
17. **Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed to be modified to the extent necessary in the court's opinion to render such provision enforceable, and the remaining provisions of these Terms will remain in full force and effect.
18. **Waivers.** Failure by ECS to exercise any right or remedy available to it under these Terms or at law will not be deemed a waiver of such right or remedy unless signed in writing by an authorized officer of ECS, nor will acceptance of payment be deemed to be a waiver by ECS. Any waiver by ECS of any right or remedy will not be deemed a waiver any other right or remedy or a waiver of the same right or remedy in the future.
19. **Survival.** All provisions of these Terms (other than section 4) will survive the termination or deactivation of your account or your access to your account or this Website, including, without limitation, provisions relating to intellectual property, confidentiality, warranty disclaimers, limitations of liability and indemnification.
20. **Enurement.** These Terms will be binding upon and enure to the successors, permitted assigns and legal representatives of the parties. These Terms are for the sole benefit of the parties and their successors, permitted assigns and legal representatives, and they will not be construed as conferring any rights to any third party, nor may any provision of these Terms be enforced by a third party.
21. **Governing Law.** These Terms will be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein (without reference to their conflict of laws principles), and the courts of British Columbia will have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

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22. **Entire Agreement.** These Terms (together with [ECS's Privacy Policy](#), and [ECS Terms and Conditions of Sale](#), in the event that you order products on the Website), constitute the entire agreement between you and ECS relating to the subject matter set out herein, and supersede all prior agreements, representations warranties, statements, promises, information, arrangements and understandings whether oral or written, express or implied, with respect to the subject matter of these Terms.
23. **Contact Us.** For questions about these Terms, please send an email to ecs.support@ecswire.com.